



S A W P A

SANTA ANA WATERSHED PROJECT AUTHORITY
 11615 Sterling Avenue, Riverside, California 92503 • (951) 354-4220

AGENDA

REGULAR MEETING OF THE PROJECT AGREEMENT 24 COMMITTEE Inland Empire Brine Line

at the

Santa Ana Watershed Project Authority
 11615 Sterling Avenue
 Riverside, California 92503

Committee Members

Eastern Municipal Water District	Inland Empire Utilities Agency
Paul D. Jones, General Manager	Director Kati Parker
	Director Jasmin A. Hall (Alt)
San Bernardino Valley Municipal Water District	Western Municipal Water District
Director T. Milford Harrison, Chair	Director Brenda Dennstedt, Vice Chair
	Craig Miller (Alt), General Manager

TUESDAY, NOVEMBER 5, 2019 – 10:00 A.M.

(or immediately following the 9:30 a.m. SAWPA Commission meeting, whichever is earlier)

1. **CALL TO ORDER | PLEDGE OF ALLEGIANCE** (T. Milford Harrison, Chair)

2. **PUBLIC COMMENTS**

Members of the public may address the Committee on items within the jurisdiction of the Committee; however, no action may be taken on an item not appearing on the agenda unless the action is otherwise authorized by Government Code §54954.2(b).

3. **APPROVAL OF MEETING MINUTES: October 1, 2019**.....5

Recommendation: Approve as posted.

4. COMMITTEE DISCUSSION ITEMS

- A. **OVERVIEW AND CURRENT STATUS UPDATE | INLAND EMPIRE BRINE LINE (PA24#2019.3)**9
Presenter: David Ruhl
Recommendation: Receive and file.
- B. **ALCOA DIKE – REACH 4B/CRC LATERAL PROTECTION RELOCATION (PA24#2019.4)**17
Presenter: David Ruhl
Recommendation: Receive and file.
- C. **REACH 4A/4B LOWER MAINTENANCE ACTIVITIES (PA#2019.5)** 23
Presenter: Carlos Quintero
Recommendation: Receive and file.
- D. **CALIFORNIA INSTITUTION FOR WOMEN (CIW) FLOW DIVERSION TO INLAND EMPIRE UTILITIES AGENCY (IEUA) FACILITIES (PA#2019.6)**35
Presenter: Carlos Quintero
Recommendation: Receive and file.
- E. **COMMITTEE MEETING SCHEDULE | DECEMBER 2019**
Presenter: Rich Haller
Recommendation: The ACWA Fall Conference will be held December 3-6 in San Diego, California; provide direction to staff regarding the December 3, 2019 regular meeting of the Committee.
- F. **RECONSIDER PROJECT AGREEMENT 24 COMMITTEE REGULAR MEETING SCHEDULE**
Presenter: Rich Haller
Recommendation: Provide direction to staff regarding the regular meeting schedule of the PA 24 Committee.

5. REQUEST FOR FUTURE AGENDA ITEMS

6. CLOSED SESSION

- A. **THREAT TO PUBLIC SERVICES OR FACILITIES – PURSUANT TO GOVERNMENT CODE SECTION 54957**
Consultation with Operations Manager and Executive Counsel

7. ADJOURNMENT

PLEASE NOTE:

In compliance with the Americans with Disabilities Act, if you need special assistance to participate in this meeting, please contact the Clerk of the Board at (951) 354-4230. Notification at least 48 hours prior to the meeting will enable staff to make reasonable arrangements to ensure accessibility to this meeting.

Materials related to an item on this agenda submitted to the Committee after distribution of the agenda packet are available for public inspection during normal business hours at the SAWPA office, 11615 Sterling Avenue, Riverside, and available at www.sawpa.org, subject to staff's ability to post documents prior to the meeting.

Declaration of Posting

I, Kelly Berry, Clerk of the Board of the Santa Ana Watershed Project Authority declare that on Thursday, October 31, 2019, a copy of this agenda has been uploaded to the SAWPA website at www.sawpa.org and posted at SAWPA's office, 11615 Sterling Avenue, Riverside, California.

/s/

Kelly Berry, CMC

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PROJECT AGREEMENT 24 COMMITTEE
Inland Empire Brine Line
SPECIAL MEETING MINUTES
October 1, 2019

COMMITTEE MEMBERS PRESENT

Kati Parker, Inland Empire Utilities Agency Governing Board
T. Milford Harrison, San Bernardino Valley Municipal Water District Governing Board
Brenda Dennstedt, Western Municipal Water District Governing Board
Paul D. Jones, Eastern Municipal Water District General Manager

ALTERNATE COMMITTEE MEMBERS PRESENT [Non-Voting]

None

COMMITTEE MEMBERS ABSENT

None

STAFF PRESENT

Rich Haller, Larry McKenney, Dean Unger, David Ruhl, Carlos Quintero, Kelly Berry

1. CALL TO ORDER (Kati Parker, SAWPA Vice Chair)

The inaugural meeting of the PA 24 Committee was called to order at 12:19 p.m. by Kati Parker at the Santa Ana Watershed Project Authority, 11615 Sterling Avenue, Riverside, California.

2. PUBLIC COMMENTS

There were no public comments.

3. ELECTION OF COMMITTEE CHAIR AND VICE CHAIR

Kati Parker called for nominations for Chair and Vice Chair of the PA 24 Committee.

Committee Member Dennstedt nominated T. Milford Harrison as Chair; Committee Member Jones nominated Brenda Dennstedt as Vice Chair. There being no further nominations, Kati Parker announced nominations were closed and called for separate motions to elect T. Milford Harrison as Chair and Brenda Dennstedt as Vice Chair.

MOVED, elect T. Milford Harrison as Chair of the PA 24 Committee.

Result:	Adopted (Unanimously)
Motion/Second:	Dennstedt/Jones
Ayes	Dennstedt, Harrison, Jones, Parker
Nays:	None
Abstentions:	None
Absent:	None

MOVED, elect Brenda Dennstedt as Vice Chair of the PA 24 Committee.

Result:	Adopted (Unanimously)
Motion/Second:	Jones/Harrison
Ayes	Dennstedt, Harrison, Jones, Parker
Nays:	None
Abstentions:	None
Absent:	None

T. Milford Harrison commenced chairing the meeting at this point.

4. **ADOPT A REGULAR MEETING SCHEDULE**

Chair Harrison called for a motion to set the regular meeting schedule as proposed.

MOVED, regular meetings of the PA 24 Committee shall be held at 10:00 a.m., or immediately following the 9:30 a.m. SAWPA Commission meeting, whichever is earlier, on the first Tuesday of every month, at 11615 Sterling Avenue, Riverside, California.

Result:	Adopted (Unanimously)
Motion/Second:	Jones/Parker
Ayes	Dennstedt, Harrison, Jones, Parker
Nays:	None
Abstentions:	None
Absent:	None

5. **COMMITTEE DISCUSSION ITEMS**

A. **INLAND EMPIRE BRINE LINE RESOLUTION ESTABLISHING THE PURCHASE PRICE FOR TREATMENT AND DISPOSAL RIGHTS (PA24#2019.1)**

David Ruhl provided an oral presentation with an overview of Resolution No. 2019-8. The SAWPA Commission has periodically adopted updated resolutions on the price to purchase new treatment and disposal capacity rights. With the execution of Project Agreement 24, this action will be taken by the PA 24 Committee moving forward.

MOVED, adopt Resolution No. 2019-8 Establishing the Purchase Price for Treatment and Disposal Rights in the Inland Empire Brine Line.

Result:	Adopted (Unanimously)
Motion/Second:	Parker/Jones
Ayes	Dennstedt, Harrison, Jones, Parker
Nays:	None
Abstentions:	None
Absent:	None

B. INLAND EMPIRE BRINE LINE RESOLUTION ESTABLISHING POLICY FOR PURCHASE OF TREATMENT AND DISPOSAL CAPACITY RIGHT AS SEPARATE DISCRETE COMPONENTS (PA24#2019.2)

David Ruhl provided an oral presentation with an overview of Resolution No. 2019-9. With the execution of Project Agreement 24, actions of this nature will be taken by the PA 24 Committee moving forward.

MOVED, adopt Resolution No. 2019-9 Establishing its Policy to Allow for Purchase of Treatment and Disposal Capacity Right as Separate Discrete Components for Flow, BOD, and TSS.

Result:	Adopted (Unanimously)
Motion/Second:	Dennstedt/Parker
Ayes	Dennstedt, Harrison, Jones, Parker
Nays:	None
Abstentions:	None
Absent:	None

6. INFORMATIONAL REPORTS

Recommendation: Receive and file the following oral/written reports/updates.

A. EXECUTIVE FINANCIAL REPORT | INLAND EMPIRE BRINE LINE – JULY 2019

7. REQUEST FOR FUTURE AGENDA ITEMS

There were no requests for future agenda items.

8. ADJOURNMENT

There being no further business for review, Chair Harrison adjourned the meeting at 12:29 p.m.

Approved at a Regular Meeting of the Project Agreement 24 Committee on November 5, 2019.

T. Milford Harrison, Chair

Attest:

Kelly Berry, CMC
Clerk of the Board

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PA 24 COMMITTEE MEMORANDUM NO. 2019.3

DATE: November 5, 2019

TO: Project Agreement 24 Committee
(Inland Empire Brine Line)

SUBJECT: Overview and Current Status Update | Inland Empire Brine Line

PREPARED BY: David Ruhl, Engineering Manager

RECOMMENDATION

That the Project Agreement 24 Committee receive and file this Status Report.

DISCUSSION

Staff will provide a presentation introducing issues and activities impacting the Brine Line in Fiscal Year 2020 per the attached slides.

REFERENCE DOCUMENTS

1. 1972 Treatment and Disposal Agreement
2. 1996 Treatment and Disposal Agreement

RESOURCE IMPACTS

Funds are available in FY 20 Budget Fund 240, Fund 320 and Fund 327 to support the Brine Line issues and activities.

Attachments:

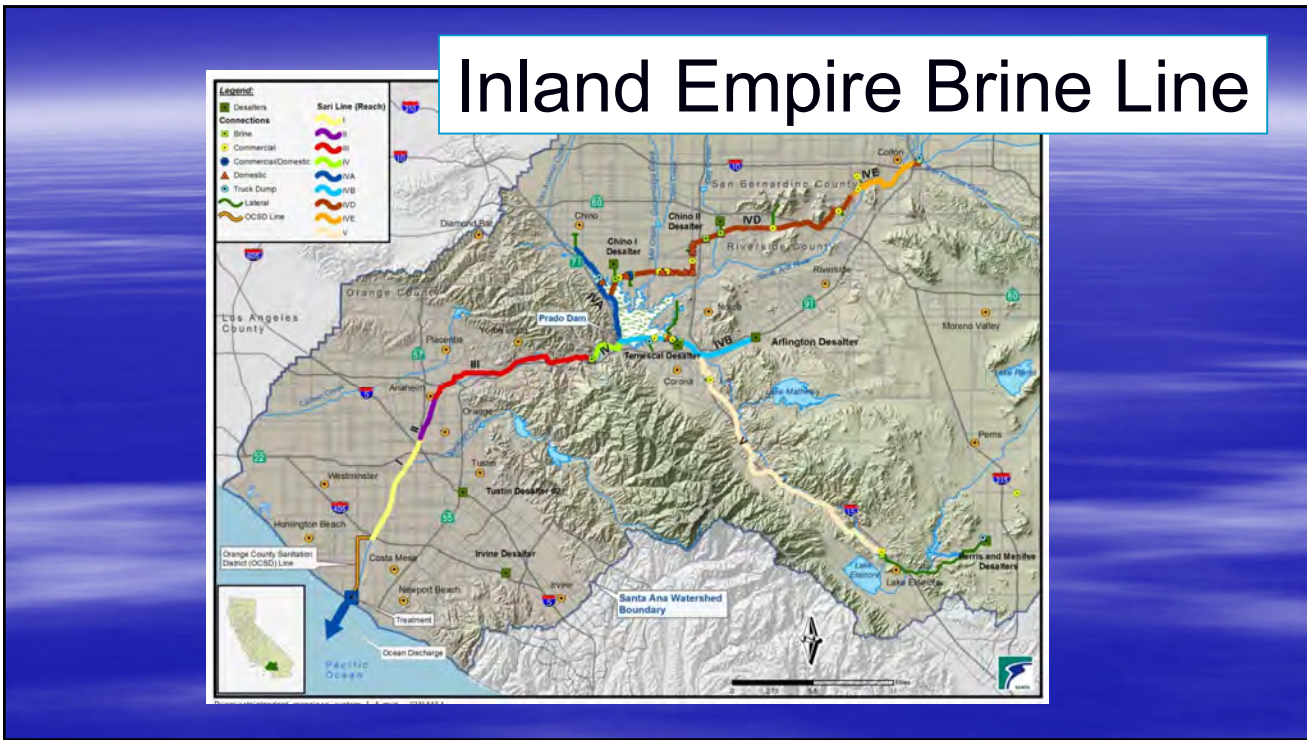
1. PowerPoint Presentation

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Inland Empire Brine Line

David Ruhl, Engineering Manager
Project Agreement 24 Committee | November 5, 2019
Item No. 4.A

1



2

Number/Type of connections

- Direct (29)
- Indirect (21)
- Collection stations (4)
- Emergency (12)
- Liquid Wastehaulers (10)

- Groundwater desalters (6)
- Ion Exchange Plants (4)
- Power Plants (4)
- Industrial Dischargers (37)
- Water Reclamation Facilities (1)
- Domestic (temporary) (2)



3

Issues



Prado Dam



Capacity Right



Potential Relocations



TSS Formation



Projects



Pretreatment

4

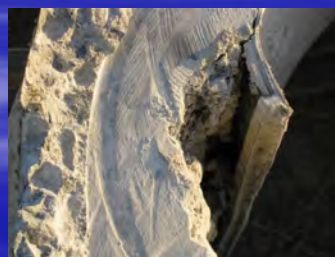
Capacity Right

- Wastewater Treatment and Disposal Agreement (1972 Agreement) and (1996 Agreement)
 - Treatment and Disposal Capacity Right
 - Pipeline Capacity Right

5

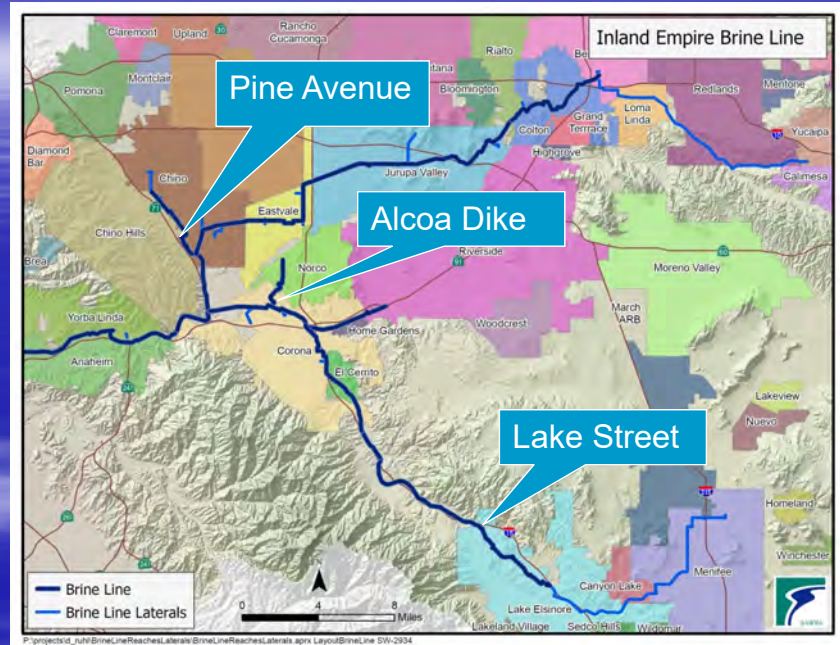
Projects

- Alcoa Dike
- OCSD Rock Removal
- Reach 4D MAS Modifications
- Reach 4D Corrosion



6

Potential Pipeline Protection/Relocation



7

Pretreatment Activities

- Update to Ordinance
- New Customers
 - Aramark
 - City of Beaumont
 - Rialto Bioenergy
- Pretreatment Program Technician
- Sampling Vehicle

8

QUESTIONS?

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PA 24 COMMITTEE MEMORANDUM NO. 2019.4

DATE: November 5, 2019

TO: Project Agreement 24 Committee
(Inland Empire Brine Line)

SUBJECT: Alcoa Dike – Reach 4B/CRC Lateral Protection Relocation

PREPARED BY: David Ruhl, Engineering Manager

RECOMMENDATION

That the Project Agreement 24 Committee receive and file this Status Report.

DISCUSSION

As part of the U.S. Army Corps of Engineers (Corps) Santa Ana River Mainstem Project to increase the flood control storage behind Prado Dam there are several dikes and levees being constructed to protect existing infrastructure. The Alcoa Dike is being constructed to protect developments and private property in the area. The Alcoa Dike is located in the City of Corona east of the Corona Airport. The alignment of the Dike crosses the Brine Line at two locations along Butterfield Drive which impacts Reach IVB and Auburndale Street which impacts the CRC Lateral.

As the project sponsor, Orange County Public Works (OCPW) is responsible to purchase property within the elevated flood plain and to relocate utilities impacted by the construction. SAWPA does not have prior rights at these two locations and the cost associated with relocation or protection of the Brine Line is the responsibility of SAWPA. The non-compensable determination was based on a Corps issued outgrant to SAWPA in 1981.

SAWPA hired Stantec Consulting to evaluate the potential effects the Dike may have on the Brine Line and conduct an initial assessment of protection measures required due to the Dike. Two locations on the Brine Line were found to be impacted by the Dike. Due to the load of the Dike and the potential for settlement up to 6.5 inches, it was determined that about 500 feet of the Brine Line needs to be relocated and protected on Reach IVB and about 115 feet of the CRC Lateral needs to be protected. A preliminary estimate of cost for the relocation and protection of Reach IVB is \$1,300,000 and \$400,000 for the protection of the CRC Lateral.

The Corps commenced construction of the Alcoa Dike, Phase 1 in late 2018. Phase I includes most of the dike alignment other than those portions that have the potential to impact utilities. The portion of the Dike that crosses Butterfield and Auburndale and impacts the Brine Line will be included in Phase 2, which is anticipated to be awarded in October 2020. The Brine Line relocation and protective measures need to be completed prior to construction of Phase 2.

SAWPA has worked with Stantec to prepare plans for the relocation and protection of a portion of the Brine Line impacted by the Yorba Slaughter Adobe Dike, Reach 4A in 2012. Stantec has numerous years' experience working for OCPW on utility research and relocations for the mainstem project as well as coordination with the Corps on similar utility relocations. Based on this experience and qualifications SAWPA has hired Stantec to prepare the relocation/protection plans and specifications for the protection of the Brine Line Reach IVB and the CRC Lateral. Prior to commencing the design work, SAWPA is conducting a peer review workshop on November 6, 2019 with similar experienced pipeline engineers to review the design concepts proposed by Stantec. Representatives from the Member Agencies have been invited to attend.

Preparation of plans and specifications, public bidding and construction of the project is anticipated to take approximately eight (8) months and is anticipated to be completed prior to the Corps' award of the Alcoa Dike Phase 2 Construction.

REFERENCE DOCUMENTS

None.

RESOURCE IMPACTS

Funds are available in FY 20 and FY 21 Budget Fund 320-03 to cover staff time, consultant support during design and construction.

Attachments:

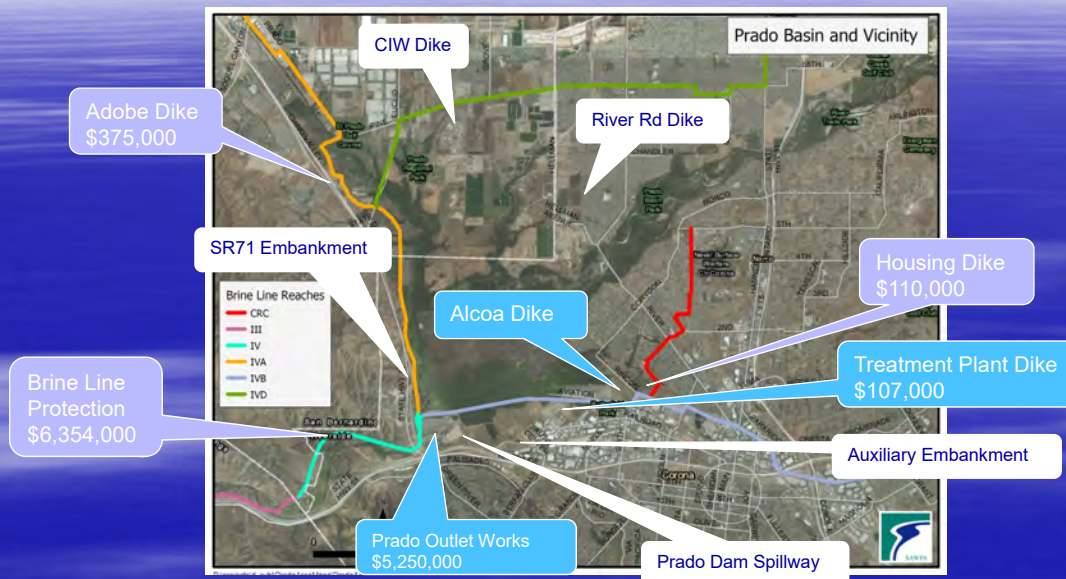
1. PowerPoint Presentation

Inland Empire Brine Line Alcoa Dike – Reach IVB/CRC Lateral Protection Relocation

David Ruhl, Engineering Manager
Project Agreement 24 Committee | November 5, 2019
Item No. 4.B

1

Prado Basin Perimeter Dikes



2

Alcoa Dike - Reach IVB/CRC Lateral



Alcoa Dike

- Phase 1 – Complete Mid 2020
- Phase 2 – Commence Late 2020

Stantec hired to evaluate Brine Line impacts

2 areas of Brine Line Impacted

3

Brine Line Protection / Relocation

- Relocate 520 ft of Reach 4B
- Protect 115 ft of CRC Lateral
- Preliminary Estimate of Construction Cost
 - \$1,300,000 Reach 4B / \$400,000 CRC Lateral
- Hired Stantec to Prepare Plans and Specifications
- Peer review workshop
- Schedule – 8 months, complete prior to Dike Phase 2 Construction

4



QUESTIONS?

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PA 24 COMMITTEE MEMORANDUM NO. 2019.5

DATE: November 5, 2019

TO: Project Agreement 24 Committee
(Inland Empire Brine Line)

SUBJECT: Reach 4A/4B Lower Maintenance Activities

PREPARED BY: Carlos Quintero, Operations Manager

RECOMMENDATION

Receive and file.

DISCUSSION

On September 17, 2019, a report was provided to the SAWPA Commission summarizing Brine Line operations activities, including work performed on Reaches 4A Lower and 4B Lower of the Brine Line, located within the Prado Dam flood area.

Reach 4A Lower is a 36-inch fiberglass lined concrete pipeline and spans approximately 3 miles within Prado basin from Euclid Avenue to the base of Prado Dam. This section has a total of 19 sealed maintenance access structures (“MAS”) and conveys flows from the IEUA, SBVMWD, and WMWD service areas.

Reach 4B Lower is a 30-inch fiberglass lined concrete pipe and spans approximately 3 miles within Prado basin from Smith Avenue to the base of Prado Dam. This section has a total of 15 sealed MAS and conveys flows from the EMWD and WMWD service areas.

The Corona Lateral is a 15-inch diameter vitrified clay pipe (“VCP”) that discharges flows generated in the WMWD Collection Station and upstream industries and connects to the Brine Line. The portion of the Corona Lateral within the Prado Dam inundation area is approximately 1,450 linear feet.

All MAS within Prado basin are sealed to prevent any infiltration when water is stored behind Prado Dam.

There is significant vegetation growth which if not removed on an annual basis would make access to the MAS difficult. Vegetation clearing, road grading, and MAS inspection is performed annually with the use of rented heavy equipment. SAWPA staff performs the MAS inspection and ensures that all gaskets and bolts for the sealed MAS are in good condition. The following table summarizes the work performed as part of this effort:

Activity	Reach 4A Lower	Reach 4B Lower	Corona Lateral
Right-of-way maintenance	3 miles	1.5 miles	0.3 miles
Line Inspection	-	1,400 ft	1,250 ft
Line Cleaning	-	1,400 ft	1,250 ft
MAS inspected	19	15	3

Some of the activities were performed by specialty contractors (use of mulcher/grinder, pipeline cleaning and inspection, and repairs to MAS 4A-0010). A summary of the costs to date is presented in the table below:

Activity	Contractor/Provider	Cost
Mulcher/Grinder	Washburn Grove Management	\$3,500
Steel plate/beam rental	Trench Shoring	\$3,210
Equipment rental (loader)	United Rentals	\$7,117
Line cleaning/inspection	Innerline Engineering	\$4,752
Corrosion repairs	Ayala Engineering	Pending
Corona Lateral repair	TBD	Pending
TOTAL		\$18,579

REFERENCES

None

CRITICAL SUCCESS FACTORS

5. Protect and preserve the useful life of Brine Line assets through strategic maintenance, repair, and capital improvements.

RESOURCE IMPACTS

Funds Brine Line operations and maintenance are budgeted under Fund 240 (Brine Line Enterprise).

Attachments:

1. PowerPoint Presentation
2. Project area map

Inland Empire Brine Line Reach 4A/4B Lower Update

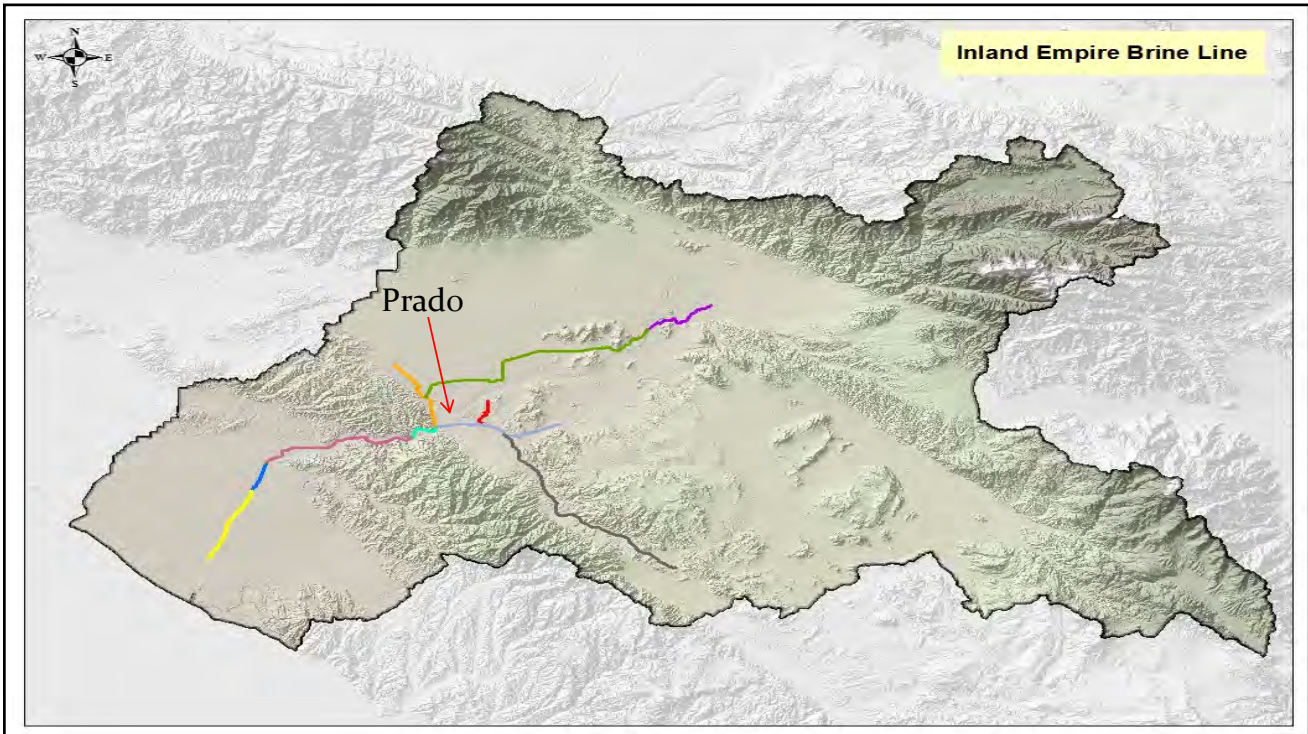
Carlos Quintero, Operations Manager
Project Agreement 24 Committee | November 5, 2019
Item No. 4.C

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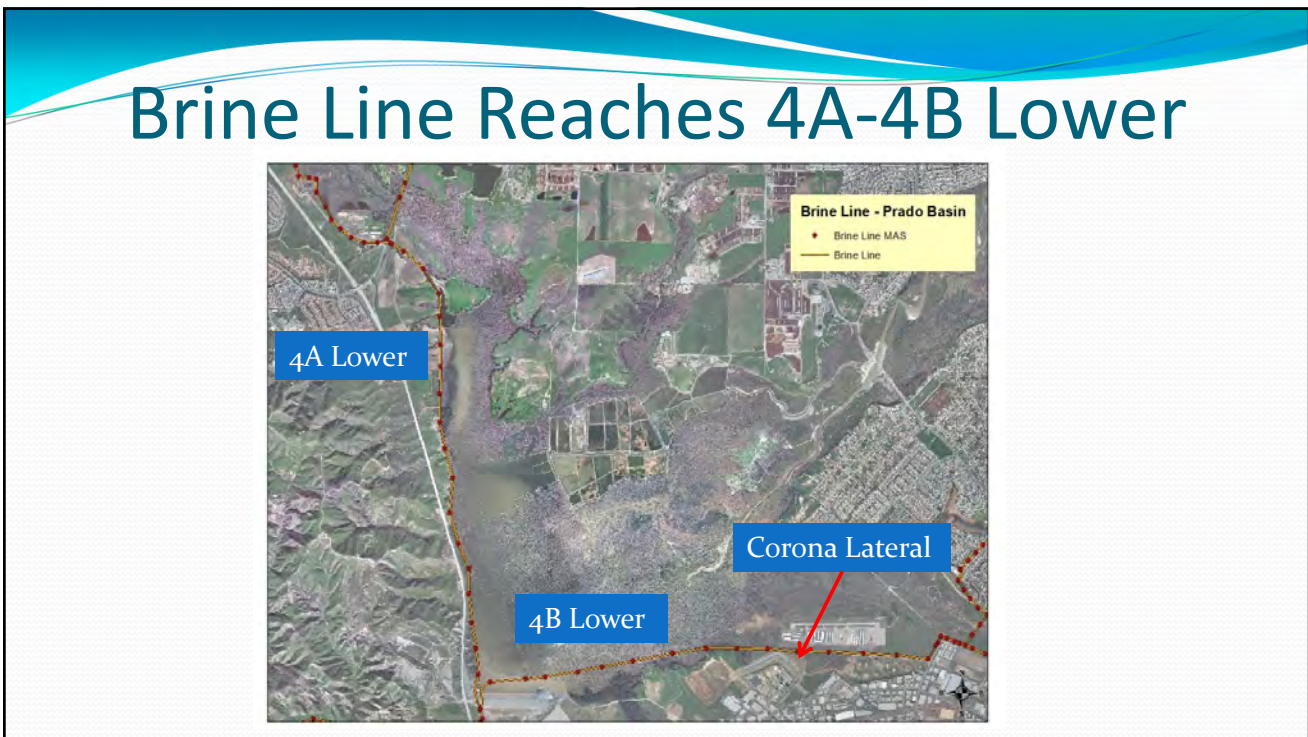
Recommendation

- Receive and file

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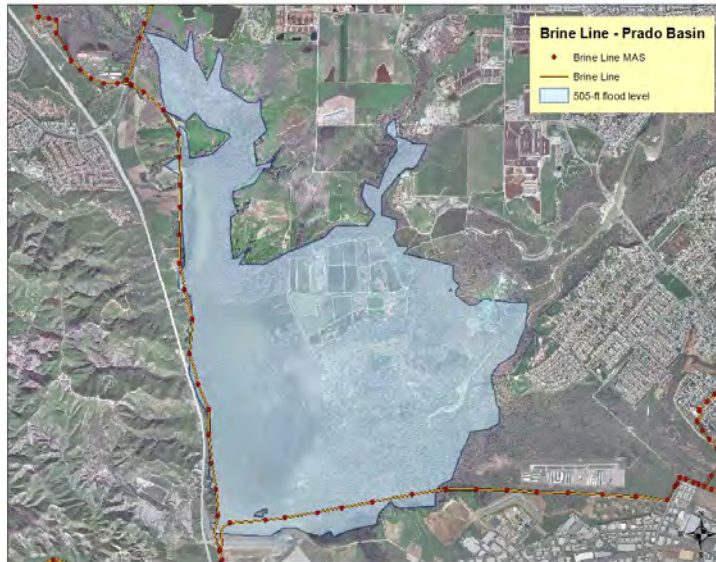


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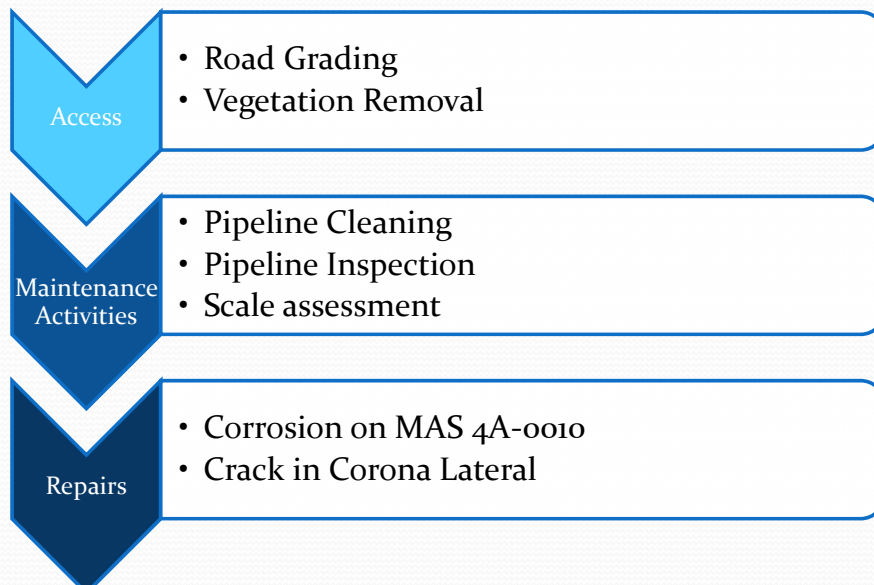
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Brine Line Reaches 4A-4B Lower



5

Operations Activities Summary



6

Work completed

Activity	Reach 4A Lower	Reach 4B Lower	Corona Lateral
ROW Maintenance	1.5 miles	3 miles	0.3 miles
Line Inspection	-	1,400 ft	1,250 ft
Line Cleaning		1,400 ft	1,250 ft
MAS Inspected	19	15	3

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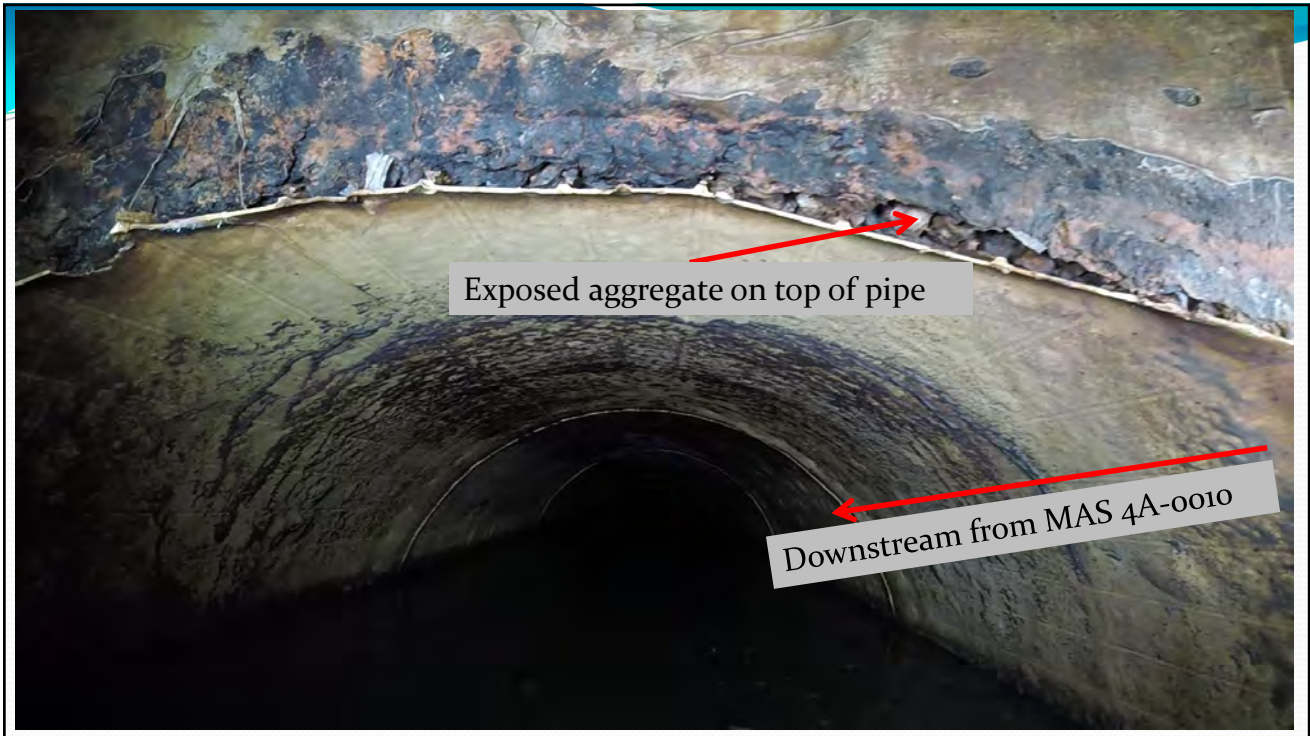
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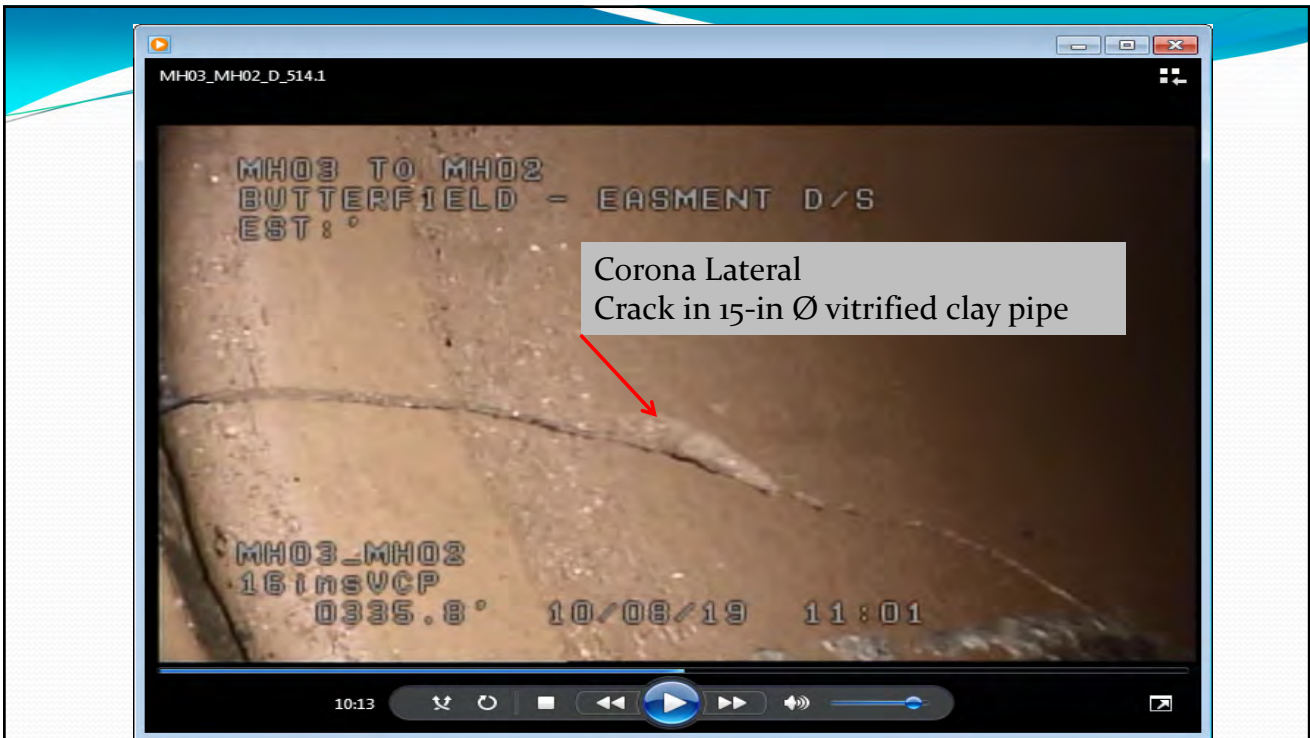
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Costs to Date

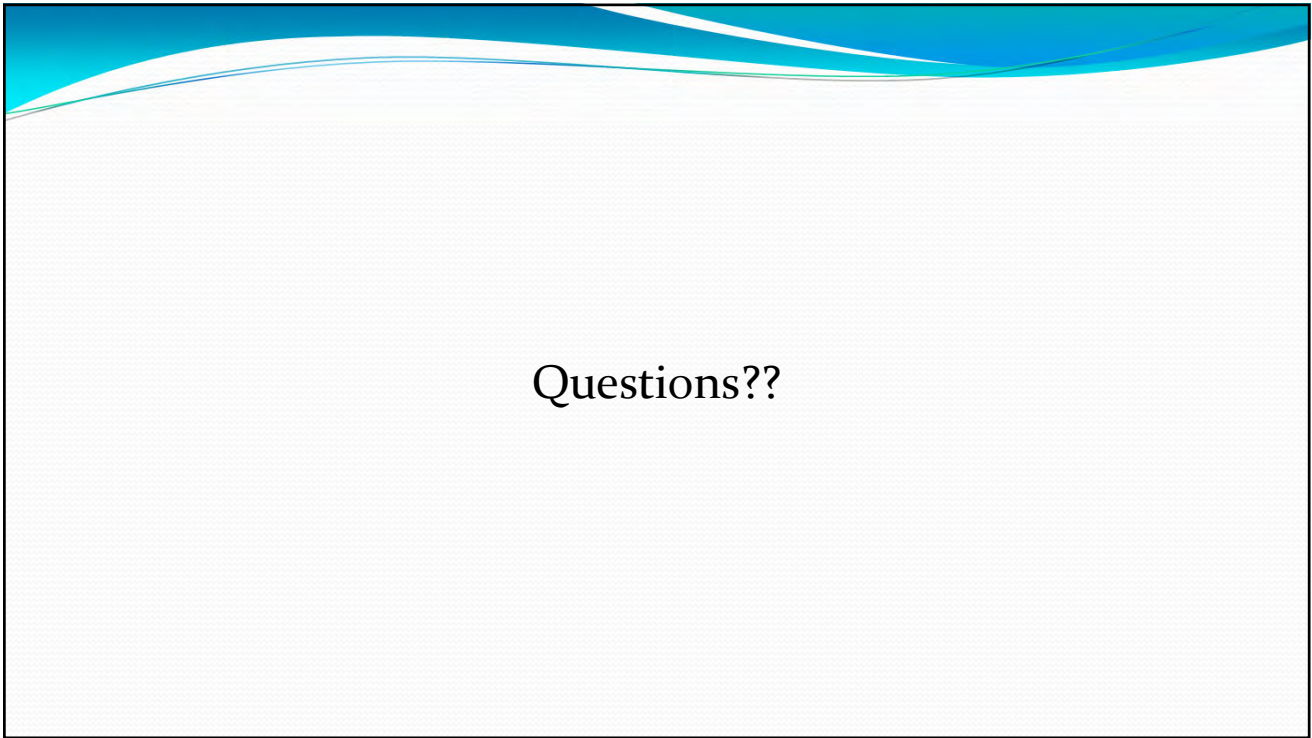
Activity	Cost
Mulcher/Grinder	\$3,500
Steel plate/beam rental	\$3,210
Equipment rental (loader)	\$7,117
Line cleaning/inspection	\$4,752
Corrosion repairs	Pending
Corona Lateral repair	Pending
TOTAL	\$18,579

13

Recommendation

- Receive and file

14



Brine Line - Prado Basin

- Corona Lateral
- Brine Line MAS
- Brine Line
- 505-ft flood level

Euclid Ave. (SR 83)

CA-71

Reach 4A Lower

Reach 4B Lower

WMWD Collection Station

Corona Lateral

Smith Ave.



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PA 24 COMMITTEE MEMORANDUM NO. 2019.6

DATE: November 5, 2019

TO: Project Agreement 24 Committee
(Inland Empire Brine Line)

SUBJECT: California Institution for Women (CIW) Flow Diversion to IEUA
Facilities

PREPARED BY: Carlos Quintero, Operations Manager

RECOMMENDATION

Receive and file.

DISCUSSION

The California Institution for Women (“CIW”) has been discharging to Reach 4D of the Brine Line since 1993 (See Attachments 1 and 2). Their current daily average flows are approximately 240,000 gallons.

On January 7, 2019, SAWPA issued a Compliance Order to the California Institution for Women (“CIW”) to divert their wastewater flows to the City of Chino sewer system no later than January 8, 2020 (Attachment 3).

SAWPA Ordinance No. 8, Section 205 stipulates that:

“Domestic Wastewater or septage waste from a private sewage disposal system shall not be discharged to the Brine Line or tributaries thereto, except in specific cases authorized by the General Manager. The General Manager may approve the discharge on a temporary basis when no reasonable alternative method is available.”

The City of Chino recently completed the construction of the Johnson Avenue Lift Station and force main to convey flows from the Lewis Homes Development to the IEUA regional treatment facilities. Domestic flows from the Lewis Homes development have already been diverted to the City of Chino sewer system.

The City of Chino and CIW are exploring options to divert flows from the existing Brine Line connection to the City of Chino sewer along Pine Avenue. CIW will be responsible for the costs to divert their flows to the City of Chino.

SAWPA owns the existing metering station and the portion of the pipeline between the metering station and the Brine Line. These facilities would likely be transferred to the City of Chino once flows are diverted to the City’s sewer system.

CIW currently owns 0.4 MGD of pipeline and treatment and disposal capacity, which would be transferred to IEUA upon approval of its Board and ratification by the SAWPA Commission.

Prior to transferring the CIW wastewater flows from the Brine Line to the City of Chino, a multi-party agreement (IEUA, City of Chino, SAWPA, CIW) will be required to define roles and responsibilities.

REFERENCES

SAWPA Ordinance No. 8 (<https://www.sawpa.org/wp-content/uploads/2018/03/SAWPA-Ordinance-No.-8-Adopted-9-19-17.pdf>)

Wastewater Discharge Agreement between Chino Basin Municipal Water District and State of California Department of Corrections dated September 15, 1993 (Included as Attachment 2).

CRITICAL SUCCESS FACTORS

7. Maintain strong relationships with OCSD and regulatory agencies.
8. Operate the Brine Line to: (1) protect the OCSD treatment plant and the environment from non-compliant discharges, and (2) eliminate any uncontrolled pipeline releases.

RESOURCE IMPACTS

Funds for enforcement and coordination with IEUA and the City of Chino are budgeted under Fund 240 (Brine Line Enterprise).

Attachments:

1. PowerPoint Presentation
2. Project area map
3. Wastewater Discharge Agreement between Chino Basin Municipal Water District and State of California Department of Corrections
4. Correspondence/Compliance Order

California Institution for Women Flow Transfer to City of Chino

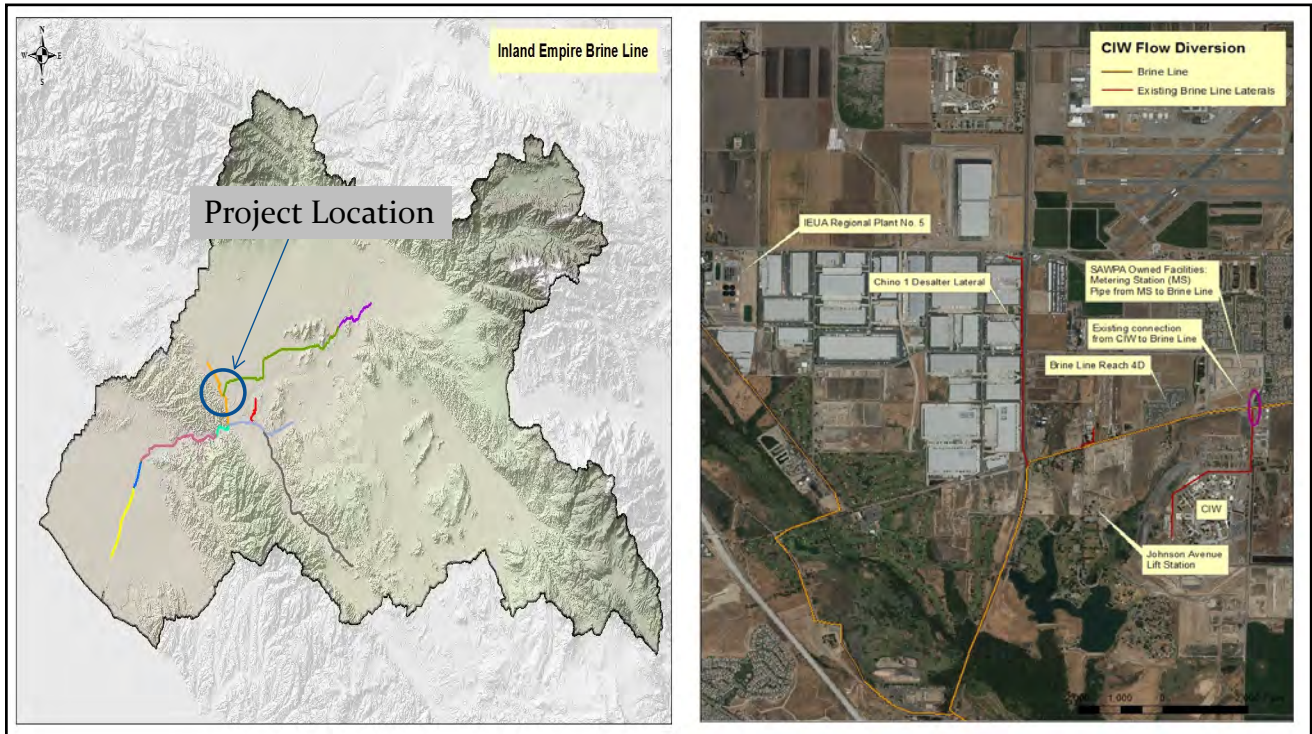
Carlos Quintero, Operations Manager
Project Agreement 24 Committee | November 5, 2019
Item No. 4.D

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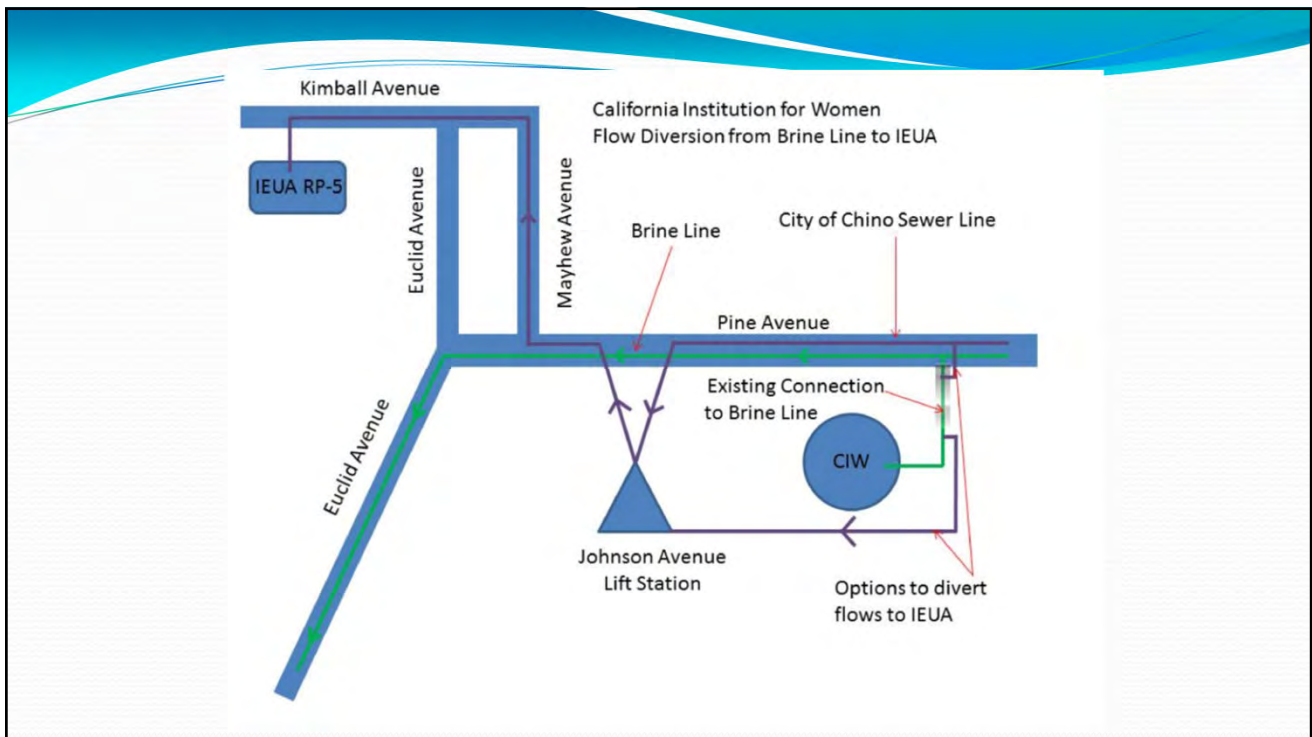
Recommendation

- Receive and file

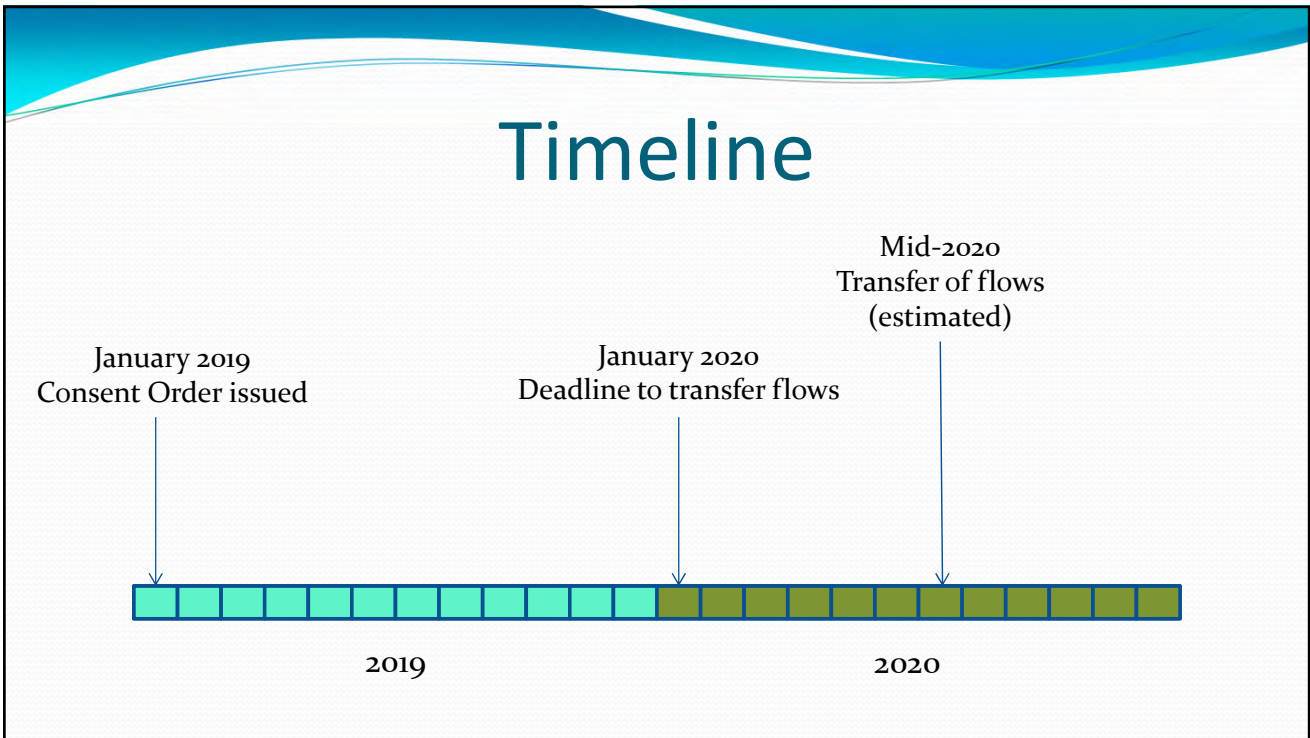
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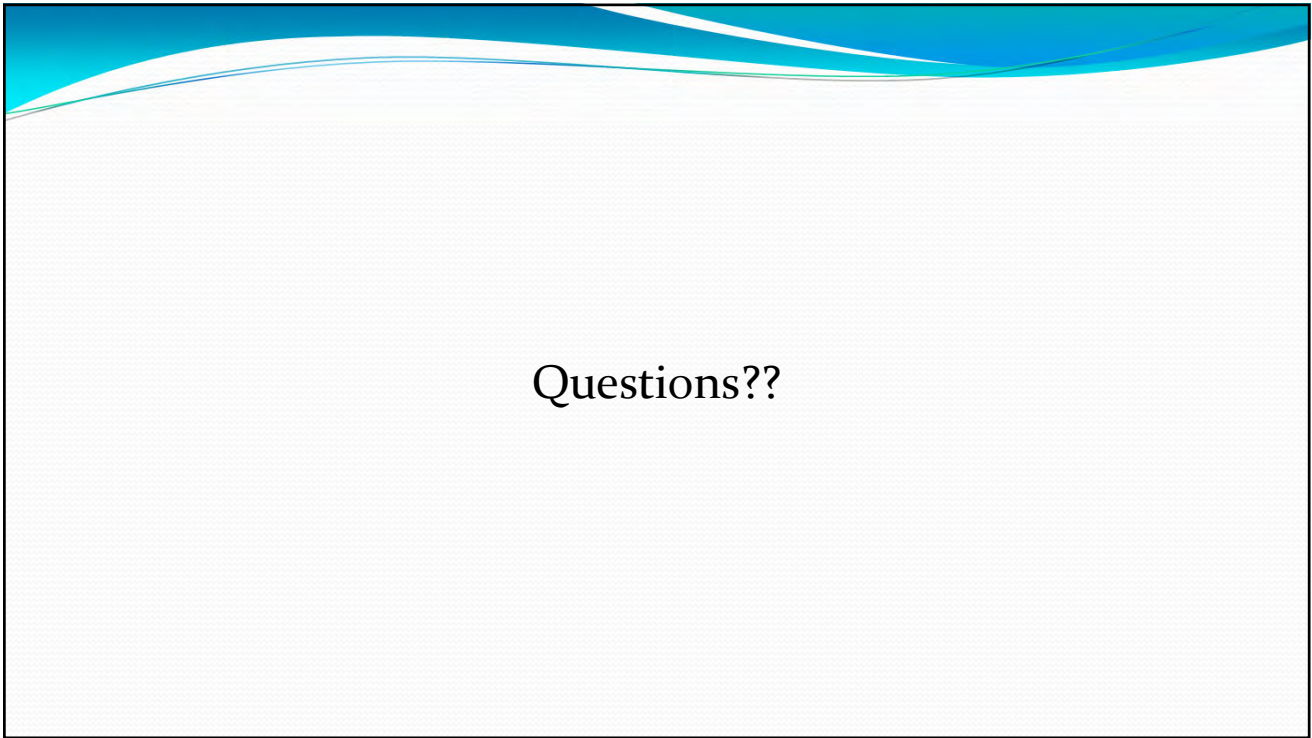


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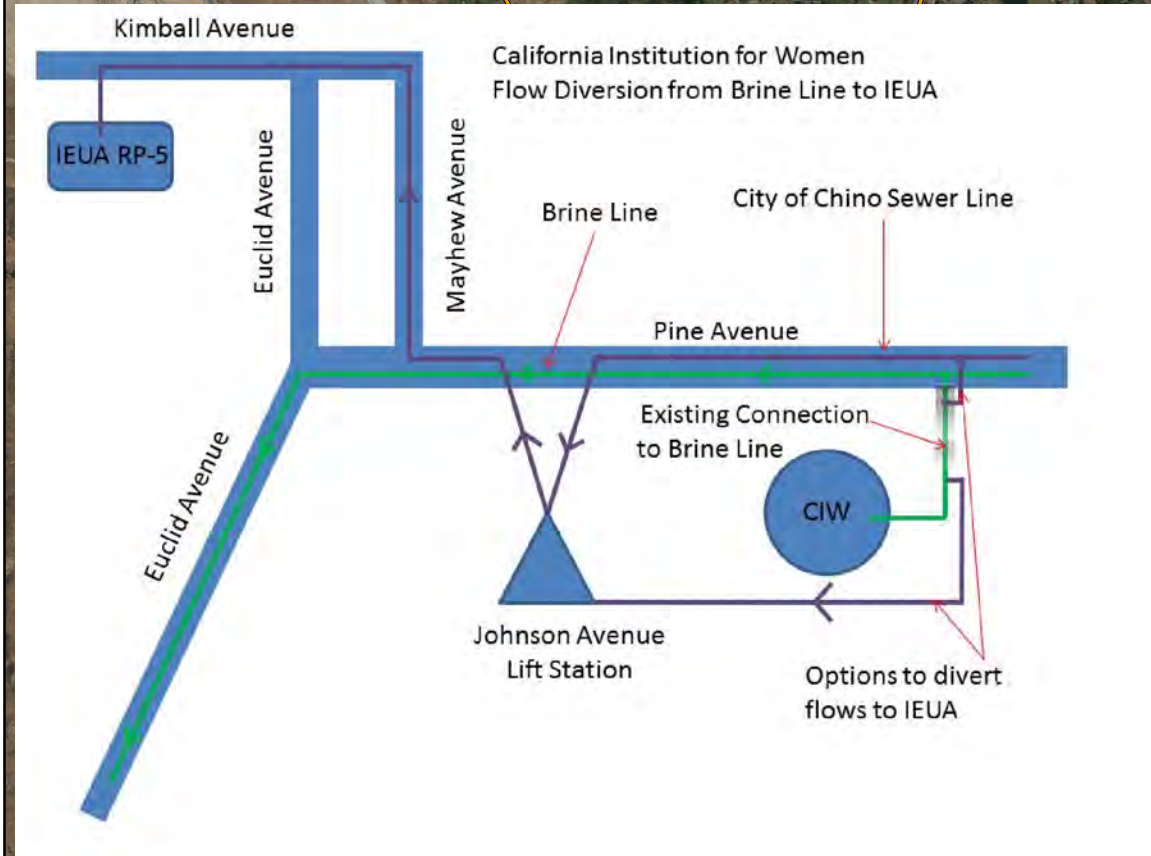
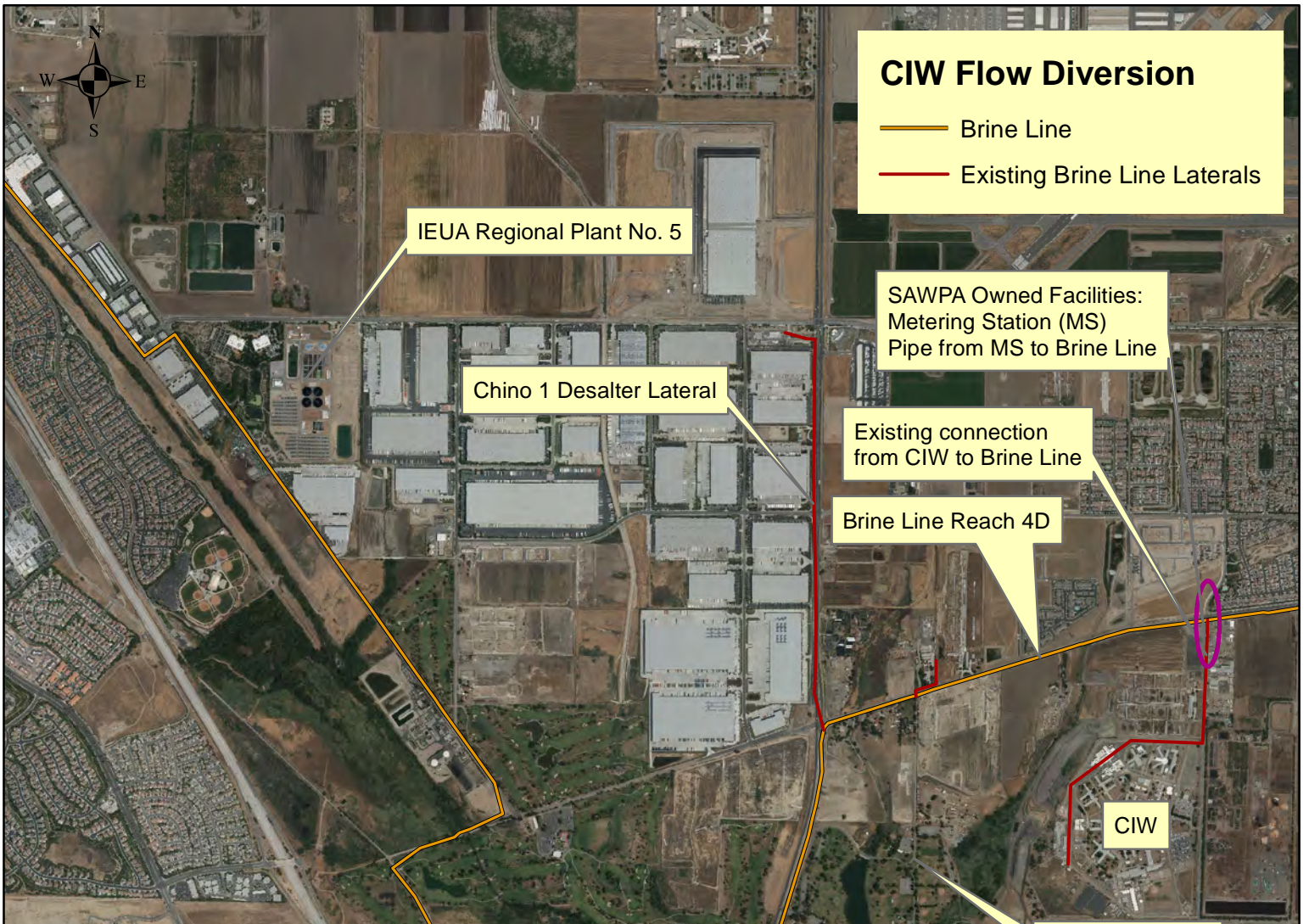
Recommendation

- Receive and file

6



7



CIW Flow Diversion

- Brine Line
- Existing Brine Line Laterals

IEUA Regional Plant No. 5

Chino 1 Desalter Lateral

SAWPA Owned Facilities:
Metering Station (MS)
Pipe from MS to Brine Line

Existing connection
from CIW to Brine Line

Brine Line Reach 4D

CIW

Johnson Avenue
Lift Station



**WASTEWATER DISCHARGE AGREEMENT
BETWEEN
CHINO BASIN MUNICIPAL WATER DISTRICT
AND
STATE OF CALIFORNIA DEPARTMENT OF CORRECTIONS**

Agreement made this 15th day of September, 1993 between CHINO BASIN MUNICIPAL WATER DISTRICT ("DISTRICT"), a municipal water district, created pursuant to the laws of the State of California, and the State of California, by and through its Department of Corrections ("STATE"), each individually a "Party" and, collectively, "Parties."

RECITALS

A. The Santa Ana Watershed Project Authority ("SAWPA") is a public entity, separate from the parties to the 1975 Joint Exercise of Powers Agreement. SAWPA's purpose is to implement the common power of undertaking projects for water quality control and protection and pollution abatement in the Santa Ana River Watershed, including development of waste treatment management plans for the area within the Santa Ana River Watershed and construction, operation and maintenance of works and facilities for collection, transmission, treatment, disposal and/or reclamation of sewage, wastes, waste waters, poor quality groundwaters, and storm waters.

B. SAWPA, in conjunction with the County Sanitation Districts of Orange County, constructed the Santa Ana River Interceptor ("SARI") sewer for the purpose of transporting highly saline waters from the Santa Ana River Watershed to the Pacific Ocean for disposal, rather than allowing this contamination to commingle with the waters in the Santa Ana River upon which millions of people depend for their water supply. SAWPA owns and operates the SARI northeast of the Orange County/Riverside County Boundary line. SAWPA has a capacity of 8 million gallons per day (mgd) with the right to purchase up to 30 mgd in the lines and treatment and disposal facilities of the County Sanitation Districts of Orange County.

C. DISTRICT owns and operates several disposal systems for conveyance of industrial wastewater to two outside disposal agencies, including SAWPA, and the DISTRICT'S Regional Sewerage System.

D. DISTRICT owns a capacity right in the SARI System pursuant to SAWPA Ordinance No. 1, Section 302.0.

E. Subject to issuance of a Wastewater Discharge Permit by SAWPA, DISTRICT has the authority to allocate the use of such capacity right among qualified dischargers within its boundaries.

F. The California Institute for Women ("CIW"), operated by the STATE, is located within the DISTRICT'S boundaries and, since its establishment, has been served by the DISTRICT'S Regional Sewerage System, except that brine produced by CIW has been trucked to, and disposed of in, the SARI System.

G. The STATE owns capacity in the DISTRICT's Regional Sewerage System equivalent to an average flow rate of 132,636 gallons per day (gpd) from CIW.

H. CIW's flow rates regularly exceed the STATE's capacity in the Regional Sewerage System.

I. DISTRICT, STATE and SAWPA wish to provide CIW with adequate capacity to meet its disposal needs (including brine), which capacity STATE estimates to be 400,000 gpd, by connecting CIW directly to the SARI line pursuant to SAWPA Ordinance No. 1, Section 104.0.

NOW, THEREFORE, the parties agree as follows:

1. Definitions

(a) "SARI System" -- the SARI System shall include the following facilities:

(1) A 30 mgd capacity right in the interceptor pipeline from the Orange County Sanitation District's treatment plant in Fountain Valley to the Orange County line.

(2) Reaches IV, IV-A and IV-B of the interceptor and any Reaches constructed hereafter. Such Reaches are owned or will be owned entirely by SAWPA.

(3) Treatment and disposal rights acquired by the Chino Basin Municipal Water District pursuant to an agreement dated April 12, 1972 with the County Sanitation Districts of Orange County Nos. 1, 2, 3, 5, 6, 7, and 11, and assigned to SAWPA. Such rights include the use of such supplemental treatment facilities as may be required and hereafter constructed.

(b) "CSDOC Agreements" -- The Waste Water Interceptor Capacity Agreement," dated April 12, 1972, between the County Sanitation District No. 2 of Orange County and the Chino Basin Municipal Water District; and the "Waste Water Treatment and Disposal Agreement," dated April 12, 1972, between the Chino Basin Municipal Water District and the County Sanitation Districts of Orange County Nos. 1, 2, 3, 5, 6, 7, and 11; both agreements having been assigned to SAWPA by written assignments dated October 16, 1974 and June 10, 1981.

(c) "CBMWD Discharge Agreements" -- "Project Agreement No. 7 - SARI, Reach IV-A1 and Reach IV-A2, from Prado Dam to Merrill Avenue and Assignment of Interceptor and Treatment Capacity to Chino Basin

Municipal Water District" dated June 10, 1981; and the "CBMWD - SAWPA SARI System Discharge Contract No. 2" dated May 31, 1989; both agreements between Santa Ana Watershed Project Authority and Chino Basin Municipal Water District Whereby DISTRICT acquired a Discharge Right in the SARI System.

(d) "Industrial Wastewater" -- includes institutional liquid wastes, such as the wastewater produced by CIW, which meet the quality requirements of the CBMWD Agreements, all SAWPA ordinances, resolutions and regulations as they now exist or may in the future be adopted or amended.

(e) "Discharge Right" -- A right to deliver, and an obligation of SAWPA to accept and to provide for the delivery, treatment and disposal in the SARI System of a specified flow of industrial wastewater which, pursuant to this Agreement, the DISTRICT hereby transfers to the STATE for use by CIW. The amount of the discharge right shall be expressed in gallons per day, and shall be equal to the maximum flow permitted to occur from CIW in any consecutive twenty-four hour period as measured through the metering structure established for CIW, provided that the maximum flow permitted to occur in any one hour shall not exceed 1.5 X 1/24 of the discharge right without approval of the SAWPA.

2. Discharge Right.

(a) The STATE shall pay \$1,714,739 (which includes a 1.0 percent administration fee) to the DISTRICT in return for a discharge right of 267,364 gpd in the SARI System and upon such payment said discharge right immediately shall be transferred to STATE without the need for any additional action by the parties or any additional documents. The rights and obligations of the parties under this subpart (a) of paragraph 2 are subject to a condition precedent, namely, SAWPA's issuance of the Wastewater Discharge Permit described in subpart (b)(1) of this paragraph 2. Upon issuance of said permit, STATE shall pay the \$1,714,739 within 60 days of receipt of an invoice from the DISTRICT.

(b) The Parties agree that, in addition to acquiring the discharge right described in the subpart (a) of this paragraph 2, STATE shall exchange its currently owned capacity of 132,636 gpd in the DISTRICT's Regional Sewerage System for an equivalent capacity in the SARI System which shall be granted to STATE by DISTRICT, at no cost to the STATE. Hence, STATE hereby relinquishes its right to discharge sewage into DISTRICT's Regional Sewerage System and DISTRICT hereby conveys to STATE a discharge right of 132,636 gpd in the SARI System, PROVIDED

HOWEVER, that the rights and obligations of the parties pursuant to this subpart (b) of paragraph 2 are subject to the occurrence of both of the following conditions precedent:

(1) SAWPA has issued to STATE the Wastewater Discharge Permit for a discharge right of 400,000 gpd directly into the SARI System (which represents the combined capacity transferred to the STATE by the DISTRICT pursuant to subparts (a) and (b) of this paragraph 2) upon terms and conditions acceptable to SAWPA and the STATE.

(2) The facilities necessary for the STATE to deliver 400,000 gpd of sewerage from CIW to the SARI system are completed, fully operational and approved or accepted by SAWPA.

In the event that either of these conditions precedent does not occur prior to January 1, 1995, neither party shall be bound to its obligations under this subpart (b). Further, upon failure of either of these conditions precedent, DISTRICT shall refund to STATE the amount which STATE paid pursuant to subpart (a) of this paragraph 2, except for the 1.0 percent administrative fee, together with all interest earned on such money by the DISTRICT from the date on which the funds were paid to DISTRICT. Repayment pursuant to this subpart shall be made no later than April 1, 1995. If these sums are not repaid by April 1, 1995, the DISTRICT shall be liable to pay to the STATE interest upon all amounts owing at a rate of 1.0 percent per month until such funds are repaid in full and STATE may take any steps legally available to it to enforce its right to repayment.

3. Connection of Prado Park to SARI

(a) Upon execution of this Agreement, STATE shall transfer to DISTRICT \$312,000, which represents the STATE's not-to-exceed contribution to the costs of decommissioning the existing CIW/Prado Park lift station and related facilities and connecting Prado Park to the SARI System. Such connection shall be the sole responsibility of the DISTRICT, and upon payment of \$312,000, STATE shall be discharged from any and all liability in connection with the termination of CIW's use of the DISTRICT's facilities.

(b) If, for any reason, Prado Park is not connected to the SARI System by January 1, 1995, DISTRICT shall refund the \$312,000 to STATE, together with all interest earned by DISTRICT on those funds from the date on which the funds were paid to the DISTRICT, less any costs incurred by the DISTRICT for decommissioning of the CIW/Prado Park Lift Station up to January 1, 1995. Repayment pursuant to this subpart shall be made no later than January 1, 1995. If these sums are not repaid by January 1, 1995, the DISTRICT shall be liable to pay to the STATE interest upon all amounts owing at a rate of 1.0 percent per month, simple interest, until such funds are repaid in full and STATE may take any steps legally available to it to enforce its right to repayment.

4. Construction of the Connector Line/Conveyance to SAWPA

STATE will construct, at its sole expense, in accordance with plans approved by SAWPA and DISTRICT, the connector sewer, lift station and related connection and metering facilities required to connect CIW directly to the SARI System. Upon completion and acceptance of the facilities by STATE, the meter, metering structure and that portion of the pipeline which connects the meter to the SARI System and all necessary easements shall be conveyed to SAWPA at no expense to SAWPA. Thereafter, SAWPA shall own, operate, maintain, repair and replace said facilities as part of its system. Said facilities shall always remain dedicated to the exclusive use of CIW. STATE shall retain ownership of all facilities not transferred to SAWPA pursuant to the terms of this Agreement.

5. Termination of Service Provided by District

Once CIW stops delivering sewage to the District's Regional Sewerage System for treatment and disposal, CIW/STATE shall no longer be obliged to contribute to or to support in any way the District's Regional Sewerage System.

6. SAWPA's Authority

Pursuant to SAWPA Ordinance No. 1, SAWPA may delegate to the DISTRICT, through written contract, various administrative functions. However, pursuant to SAWPA Ordinance No.1, Section 104.0, SAWPA shall be responsible for establishing and interpreting the conditions of CIW's Wastewater Discharge Permit and for establishing fees applicable to CIW as a direct discharger of Industrial Wastewater.

7. Payment of Fees and Charges

(a) STATE shall pay to DISTRICT only those applicable and nondiscriminatory charges established by SAWPA from time to time for delivery of industrial wastewater to the SARI system. Said fees shall be "passed through" and shall be collected by DISTRICT on behalf of SAWPA, pursuant to written agreement with SAWPA. DISTRICT agrees to transfer all fees or charges paid to it by the STATE for use of the SARI System to SAWPA for the purposes for which they were paid.

(b) In addition to said charges, STATE shall pay to DISTRICT a fee, not to exceed 1.25 percent of the SAWPA charges, for the purpose of covering administrative expenses incurred by District.

(c) In the event charges are not paid by STATE within 45 days of the postmark on the invoice, the DISTRICT shall be entitled to interest upon the sum due at a rate of 1.0 percent per month simple interest from the due date.

(d) It is the intent of the parties that STATE should not be penalized for non-payment or late payment of fees or charges twice, i.e., under this paragraph and again under SAWPA's ordinances, regulations, rules or permit provisions applicable to STATE. Consequently, in consideration of the obligations assumed by the STATE pursuant to this paragraph, DISTRICT hereby agrees to protect the STATE from penalties or non-payment charges from SAWPA by assuming the obligation for payment of such charges. Nothing herein is intended to relieve the STATE of the obligation to pay late charges to the DISTRICT as described in paragraph 7(c), above.

(e) In the event of a successful appeal challenging any fee or charge, interest charged pursuant to this paragraph shall not accrue to those invoices successfully appealed, provided that CBMWD receives written notification of said appeal prior to the payment due date. If such notice is not received prior to the payment due date, interest will accrue until such time as notice is received. Pending the outcome of an appeal, charges are payable as provided for in SAWPA's ordinances, rules or regulations.

8. Quality of Wastewater

The quality of Industrial Wastewater discharged by CIW shall comply with the terms and conditions of the Wastewater Discharge Permit and with all standards required in the CSDOC and CBMWD Agreements,

in SAWPA's ordinances and resolutions regulating the use and availability of the SARI System as they may now exist or hereafter be adopted or amended. Should the quality of discharge fail to meet the requirements contained in the Wastewater Discharge Permit, SAWPA may exercise enforcement authority pursuant to SAWPA Ordinance No. 1, Article 6.

9. Quantities of Wastewater

Should STATE discharge to the SARI System wastewater in quantities exceeding 12 million gallons within any 30-day period, upon notice from the DISTRICT, STATE shall have 30 days within which to reduce flows to levels not exceeding the discharge right transferred to STATE pursuant to this Agreement. If the STATE does not reduce flows within said period of time, STATE and DISTRICT shall enter into negotiations for the purchase of additional discharge rights to the SARI System at the SAWPA rates in effect at the time of such purchase, plus a 1.0 percent administration fee. It is the intent of the parties that the contract for purchase of additional discharge rights shall be consummated within one year of the commencement of negotiations.

Should the STATE discharge to the SARI System wastewater in quantities exceeding 12 million gallons within a 30-day period, the State shall pay a monthly 10.0 percent surcharge on the quantities of wastewater delivered to the SARI System in excess of the authorized flows.

10. Responsibility for Monitoring Quantity and Quality of Wastewater

SAWPA shall be responsible for monitoring both the quantity and quality of industrial wastewater discharged by CIW into the SARI system. However, the STATE shall have primary responsibility for regulating and monitoring its own discharge into the SARI System under the terms of the Waste Water Discharge Permit.

11. Indemnification

To the extent allowed by law and except as otherwise provided herein, STATE and DISTRICT, each shall indemnify and hold the other harmless from all claims, demands, actions, liability or loss, including attorney fees and other litigation costs arising from its willful or negligent failure to comply with the terms of this Agreement.

12. Indemnification Against Third Party Actions

DISTRICT hereby agrees to indemnify and hold harmless, STATE in any claim, action or suit whatsoever brought against STATE for damage, injury or penalty related in any way to CIW's withdrawal from the DISTRICT's Regional Sewerage System or abandonment of the Prado Lift Station or related facilities.

13. Attorney Fees

The prevailing party shall be entitled to recover all costs, including attorney fees, in connection with any action to enforce the terms of or for breach of this Agreement.

14. Assignment

This Agreement shall not be assigned by any Party hereto without the written consent of the other Party.

15. Duration of Agreement

The Waste Water Treatment and Disposal Agreement dated April 12, 1972, between the Chino Basin Municipal Water District and the County Sanitation Districts of Orange County Nos. 1, 2, 3, 5, 6, 7, and 11, constituted the original grant to DISTRICT of an ultimate treatment and disposal right of 30 mgd in the interceptor pipeline from the Orange County Sanitation District's treatment plant in Fountain Valley to the Orange County line. This discharge right was subsequently assigned to SAWPA and later, a portion thereof was purchased from SAWPA by DISTRICT (CBMWD Discharge Agreements). Pursuant to this agreement a portion of this discharge right is being transferred to the STATE.

The Waste Water Treatment and Disposal Agreement referenced above, established a fifty (50) year term from April 12, 1972 for the discharge right conveyed therein and, pursuant to paragraph 12 thereof, provided for negotiation of a new agreement. The Parties to this agreement recognize that the rights transferred herein are necessarily subject to the provisions of the 1972 agreement.

16. Successors and Assigns

All of the terms, conditions and provisions of this Agreement shall inure to the benefit of and be binding upon the DISTRICT, the STATE, and their respective successors and assigns. Notwithstanding the foregoing,

no assignment of the duties or benefits of the STATE under this Agreement may be assigned, transferred or otherwise disposed of without prior written consent of the General Manager of the DISTRICT, such consent not to be unreasonably withheld; and any purported or attempted assignment, transfer or disposal without the prior written consent of the General Manager of the DISTRICT shall be null, void and of no legal effect whatsoever, unless later ratified by the General Manager of the DISTRICT, such ratification not to be unreasonably withheld.

17. Notices

Except as otherwise provided by law or by Ordinance No. 1, any notice may be served upon either party by delivery in person or by depositing it in the United States Mail deposit box with the postage thereon fully prepaid, and addressed to the party at the address set forth below:

DISTRICT:

Robb D. Quincey, Manager of Administration
Chino Basin Municipal Water District
8555 Archibald Avenue
Rancho Cucamonga, CA 91730

STATE:

Susan E. Poole, Warden
California Institute for Women
P.O. Box 6000
Corona, CA 91718

Any notice given pursuant to this provision shall be deemed effective in the case of personal delivery, upon receipt thereof, or in the case of mailing, at the moment of deposit in the course of transmission with the United States Postal Service. However, when the recipient of the notice must take some action in response thereto, and the notice is mailed, the recipient shall have an additional five (5) days within which to accomplish the action required of it.

18. Integration

This Agreement represents the entire Agreement of the DISTRICT and the STATE as to those matters contained herein. No prior oral or written understanding shall be of any force or effect with respect to those matters covered by the Agreement. This Agreement may not be modified, altered or amended except by written mutual agreement by the DISTRICT and the STATE.

19. Governing Law

This Agreement is to be governed by and construed in accordance with the laws of the State of California.

CHINO BASIN MUNICIPAL WATER DISTRICT

By: Bill Hill
President

By: John L. Anderson
John L. Anderson
Secretary/Treasurer

STATE OF CALIFORNIA,
DEPARTMENT OF CORRECTIONS

By: Frank E. Renwick
FRANK E. RENWICK, Chief
Contract and Audit
Management Branch

AMOUNT ENCUMBERED	PROGRAM/CATEGORY (CODE AND TITLE)		FUND TITLE		
\$ 2,026,739.00	CAPITAL OUTLAY		1988 PRISON FUND		
UNENCUMBERED BALANCE	(OPTIONAL USE)				
\$	XXXXXXXXXXXXXXXXXXXX 7150/844/60386				
ADJ. INCREASING ENCUMBRANCE	ITEM	CHAPTER	STATUTE	FISCAL YEAR	
\$	5250-855-747(4)(b)	695	92	93/94	
ADJ. DECREASING ENCUMBRANCE	OBJECT OF EXPENDITURE (CODE AND TITLE)				
\$	844 SERVICE DISTRICT ASSESSMENT				
I hereby certify upon my own personal knowledge that budgeted funds are available for the period and purpose of the expenditure stated above.		T.B.A. NO.	B.R. NO.		
SIGNATURE OF ACCOUNTING OFFICER		DATE			
x Timothy G. [Signature]		NK	11-2-93		

*Department of Corrections
Use Only*

I hereby certify that all conditions for exemption set forth in Penal Code Sections 7000-7016 and/or State Administrative Manual Section 1206 have been complied with and this contract is exempt from approval by the Department of General Services.

By: [Signature]

Date: 11/3/93

January 7, 2019

Via – Electronic Mail and USPS Certified Mail

Mr. Wayne Poff
California Institution for Women
16756 Chino-Corona Road
Corona, CA 92880

Subject: Discharge of domestic wastewater to the Inland Empire Brine Line

The California Institution for Women (CIW) and Inland Empire Utilities Agency (IEUA, formerly known as Chino Basin Municipal Water District) entered into an agreement in 1993 to allow discharge of the CIW wastewater to the Inland Empire Brine Line due to the fact the IEUA had plans to decommission the CIW/Prado Park Lift Station leaving no other viable alternative available at the time. The Inland Empire Brine Line is owned and operated by the Santa Ana Watershed Project Authority (SAWPA).

SAWPA Ordinance No. 8, Section 205, adopted on September 19, 2017, establishes limitations on domestic wastewater and septage waste.

*A. Domestic Wastewater or septage waste from a private sewage disposal system shall not be discharged to the Brine Line or tributaries thereto, except in specific cases authorized by the General Manager. The General Manager may approve the discharge on a temporary basis when **no reasonable alternative method is available.***

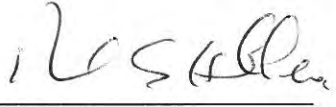
Additionally, the 1996 Agreement between SAWPA and the Orange County Sanitation District (OCSD) requires that SAWPA make all reasonable efforts to minimize reclaimable wastewater discharges to the Brine Line.

Recently, the City of Chino (City) has completed construction of the Johnson Avenue Lift Station, to collect all wastewater generated in the Chino Preserve area and convey it to the IEUA Regional Plant No. 5. Given that there is now a mechanism to dispose of the CIW wastewater other than to the Inland Empire Brine Line, the SAWPA Commission has directed staff to work with IEUA and the City of Chino to ensure that CIW wastewater is diverted to IEUA facilities, in compliance with Ordinance No. 8 and consistent with the 1996 SAWPA and OCSD Treatment and Disposal Agreement. A schematic is attached showing the aforementioned facilities.

The signatory agencies collaborated and determined that one calendar year would be feasible and appropriate to allow for the budgeting, design and construction of a lateral from CIW to the Chino Corona Sewer lateral, submittal of a sewer service permit application to the City, and determination of pretreatment requirements. As such, SAWPA is hereby requiring that CIW redirect its wastewater flows to the Johnson Avenue Lift Station by no later than January 8, 2020. A detailed schedule, outlining appropriate milestones is required to be submitted no later than April 8, 2019. These requirements are defined in the attached Compliance Order.

SIGNATURES ON FOLLOWING PAGE

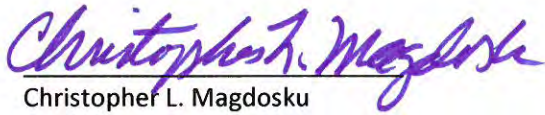
Sincerely,



Richard Haller
General Manager
Santa Ana Watershed Project Authority



Chris Berch
Executive Manager of Engineering/Assistant General
Manager
Inland Empire Utilities Agency



Christopher L. Magdosku
City Engineer
City of Chino



Attachments

- Site Map/Schematic
- Compliance Order

IN THE MATTER OF

California Institution for Women
16756 Chino-Corona Road
Corona, CA 92880

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COMPLIANCE ORDER

LEGAL AUTHORITY

The following findings are made and Compliance Order issued pursuant to the authority vested in Santa Ana Watershed Project Authority (SAWPA), under Ordinance No. 8 including any successors thereto (Ordinance). This order is based on the fact that all domestic discharges to the Inland Empire Brine Line are authorized on a case by case basis by the SAWPA General Manager.

FINDINGS

1. To protect the sanitary sewer system and the POTW, SAWPA administers a Pretreatment Program as Delegated Control Authority to Orange County Sanitation District (OCSD) as Control Authority.
2. California Institution for Women (CIW) discharges domestic wastewater containing pollutants into the Inland Empire Brine Line (Brine Line).
3. CIW entered into an agreement with Inland Empire Utilities Agency (IEUA, formerly known as Chino Basin Municipal Water District) in 1993 to discharge its wastewater to the Inland Empire Brine Line.
4. CIW is a "Significant Industrial User" as defined by Section 103.0 of the Ordinance.
5. Under this program, SAWPA issued an Industrial Wastewater Discharge Permit No. D1007-3 to CIW.
6. Per Wastewater Discharge Permit No. 1007-3, Section II: "Any discharges of reclaimable wastewater to the Brine Line that originate in the SAWPA Brine Line service area shall be minimized and may only be disposed to the Brine Line as identified in this Permit. Reclaimable Wastewater is discharged to the Brine Line as part of the overall facility wastewater discharge."

7. SAWPA Ordinance No. 8, Section 205 stipulates that: "Domestic Wastewater or septage waste from a private sewage disposal system shall not be discharged to the Brine Line or tributaries thereto, except in specific cases authorized by the General Manager. The General Manager may approve the discharge on a temporary basis when **no reasonable alternative method is available**.
8. The SAWPA and OCSD Treatment and Disposal Agreement signed in 1996 requires that SAWPA will make all reasonable efforts to minimize reclaimable wastewater discharges to the Brine Line (Section B, Recital #7.)
9. The City of Chino recently completed construction of a sewer pipeline along Chino-Corona Rd. and the Johnson Avenue lift station which will convey domestic flows from the Lewis Homes area to the IEUA Regional Plant No. 5.

ORDER

THEREFORE, BASED ON THE ABOVE FINDINGS, CIW IS HEREBY ORDERED TO:


1. Immediately allocate resources to begin planning for the design, bidding, and construction of a connection to the City of Chino lateral sewer along Chino Corona Rd.
2. Submit a project schedule no later than April 8, 2019.
3. Submit quarterly progress reports on July 8, 2019 and on October 8, 2019.
4. Fully divert all flows to the City of Chino sewer no later than January 8, 2020.
5. All reports and notices required by this Order shall be sent, in writing, to the following address:

General Manager
Santa Ana Watershed Project Authority
11615 Sterling Avenue
Riverside, CA 92503

6. This Order does not constitute a waiver of the wastewater discharge permit which remains in full force and effect. SAWPA reserves the right to seek any and all remedies available to it under Article 6 of the Ordinance for any violations cited by this Order.
7. Failure to comply with this Order shall also constitute a further violation of the Ordinance and may subject CIW to civil or criminal penalties or such other enforcement response as may be appropriate.

Mr. Wayne Poff
January 7, 2019
Page 3

8. This order, executed this 7th day of January 2019, shall be effective upon receipt by CIW.

Signed: 
Richard Haller
General Manager
Santa Ana Watershed Project Authority

